

CAHILL GORDON & REINDEL

EIGHTY PINE STREET

NEW YORK, N.Y. 10005

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INTERSTATE COMMERCE COMMISSION

September 5, 1989

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\* ADMITTED D.C. ONLY  
\*\* ALSO ADMITTED ENGLAND AND JAMAICA  
\*\*\* ADMITTED FRANCE ONLY

TELEPHONE 212-701-3000

WRITER'S DIRECT NUMBER

(212) 701-3186

Re: The Empire District Electric Company  
Documents for Recordation

Dear Secretary:

Enclosed for recording pursuant to Section 11303 of Title 49 of the U.S. Code, please find two copies of the document described below. Executed copies of the document are not available. I have therefore enclosed affidavits from the Company to the effect that the enclosed documents are true, correct and complete, conformed copies of the original.

This document is the fifth supplement to a mortgage, a secondary document, dated as of June 1, 1957.

The primary document to which this document is connected is being recorded at the same time.

The names and addresses of the parties are as follows:

Mortgagor: The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri

Trustees: Harris Trust and Savings Bank, 115 West Monroe Street, Chicago, Illinois; First National Bank of Joplin, Joplin, Missouri

Included in the property covered by this document are

*C. Gordon*

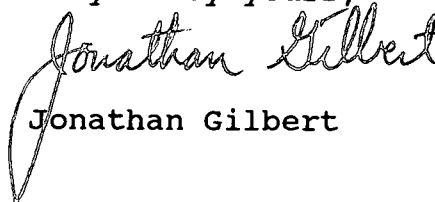
-2-

railroad cars intended for use related to interstate commerce, or interests therein, owned by The Empire District Electric Company at the date of the said document or thereafter acquired by it or its successors, including 125 railroad cars identified as: Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A short summary of the document to appear in the index follows: Fifth supplement to mortgage and deed of trust between The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri, as mortgagor, and Harris Trust and Savings Bank, 115 West Monroe Street, Chicago, Illinois and First National Bank of Joplin, Joplin, Missouri, dated as of June 1, 1957, and covering real and personal property, including all rolling stock owned or acquired by mortgagor, including 125 Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A fee of \$13.00 is enclosed. Please return any documents not needed by the Commission for recordation to the undersigned. If you have any questions about this filing, please do not hesitate to call me at (212) 701-3186.

Very truly yours,

A handwritten signature in cursive script that reads "Jonathan Gilbert". The signature is written in dark ink and is positioned above the typed name.

Jonathan Gilbert

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

[Enclosures]

By Hand


Officer's Affidavit of  
The Empire District Electric Company

The undersigned officer of The Empire District Electric Company hereby certifies that:

I am familiar with the Indenture of Mortgage and Deed of Trust ("Mortgage"), dated as of September 1, 1944, between The Empire District Electric Company, as party of the first part, and Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as trustees, parties of the second part, as amended and supplemented by fifteen supplemental indentures.

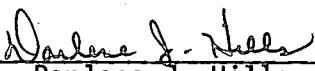
Attached hereto is a true, correct and complete, conformed copy of either the Mortgage or one of the fifteen aforementioned supplemental indentures.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of September, 1989.


  
Gary C. Hunter  
Secretary-Treasurer

State of Missouri )  
County of Jasper ) ss:

On this 1st day of September, 1989, before me, personally appeared Gary C. Hunter, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

  
Darlene J. Hills  
Notary Public

My Commission expires September 12, 1990.

18503-*K*  
REGISTRATION NO. 

SEP 6 1989 -2 15 PM

INTERSTATE COMMERCE COMMISSION

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THE EMPIRE DISTRICT ELECTRIC COMPANY

TO

HARRIS TRUST AND SAVINGS BANK

AND

FIRST NATIONAL BANK OF JOPLIN,  
TRUSTEES

---

***Fifth Supplemental Indenture***

*Dated as of June 1, 1957*

---

**(Supplemental to Indenture dated as of September 1, 1944)**

---

**First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987**

**FIFTH SUPPLEMENTAL INDENTURE** dated as of June 1, 1957, between THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), party of the first part, and HARRIS TRUST AND SAVINGS BANK, a corporation organized and existing under the laws of the State of Illinois and having its principal place of business at No. 115 West Monroe Street, in the City of Chicago, Illinois, and FIRST NATIONAL BANK OF JOPLIN (successor to The Joplin National Bank and Trust Company), a corporation organized and existing under the laws of the United States of America and having its principal place of business in the City of Joplin, Missouri (hereinafter sometimes called respectively the "Principal Trustee" and the "Missouri Trustee" and together the "Trustees" and each thereof a "Trustee"), as Trustees, parties of the second part.

WHEREAS the Company has heretofore executed and delivered to the Trustees its Indenture dated as of September 1, 1944 (hereinafter sometimes referred to as the "Original Indenture") to secure an issue of First Mortgage Bonds of the Company, issuable in series, and created thereunder a series of bonds designated as First Mortgage Bonds, 3½% Series due 1969, due September 1, 1969, being the initial series of bonds issued under the Original Indenture; and

WHEREAS the Company has heretofore executed and delivered to the Trustees four Supplemental Indentures dated, respectively, as of June 1, 1946, January 1, 1948, December 1, 1950 and December 1, 1954 supplemental to the Original Indenture (hereinafter sometimes referred to as the "First Supplemental Indenture", the "Second Supplemental Indenture", the "Third Supplemental Indenture" and the "Fourth Supplemental Indenture", respectively) for the purposes of creating four series of bonds designated First Mortgage Bonds, 2⅞% Series due 1976, First Mortgage Bonds, 3½% Series due 1978, First Mortgage Bonds, 3% Series due 1980, and First Mortgage Bonds, 3¼%

Series due 1984, respectively, and of conveying additional property acquired after the date of the Original Indenture (the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and this Fifth Supplemental Indenture and any other indentures supplemental to the Original Indenture are herein collectively called the "Indenture"); and

WHEREAS since the execution and delivery of the Fourth Supplemental Indenture, the Company has acquired certain additional property hereinafter described or mentioned, and, in compliance with its covenants in the Original Indenture, desires, by this Fifth Supplemental Indenture, to evidence the subjection of such additional property to the lien of the Indenture; and

WHEREAS as provided by the Original Indenture, the Board of Directors of the Company, by resolution, has authorized a new series of bonds, to mature June 1, 1987, and to be designated as "First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987", and has authorized provisions permitted by the Original Indenture in respect of the bonds of such series; and

WHEREAS the Board of Directors of the Company has authorized the Company to enter into this Fifth Supplemental Indenture (herein sometimes referred to as "this Fifth Supplemental Indenture" or "this Supplemental Indenture") conveying to the Trustees and subjecting to the lien of the Indenture the property hereinafter described or mentioned, and creating and designating the new series of bonds, and specifying the form and provisions of the bonds of such series provided or permitted by the Original Indenture; and

WHEREAS the definitive First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987, the interest coupons to be attached to such Bonds and the Principal Trustee's Certificate of Authentication to be endorsed thereon, are to be substantially in the forms following, respectively:

[FORM OF COUPON BOND, 4 $\frac{7}{8}$ % SERIES DUE 1987]

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BOND

4 $\frac{7}{8}$ % SERIES DUE 1987

Due June 1, 1987

No. ....

\$1,000

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the Company), for value received, hereby promises to pay to bearer, or in case this bond be registered, to the registered owner hereof, on June 1, 1987 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof), One Thousand Dollars (\$1,000) at its office or agency in the City of Chicago, Illinois, and semi-annually on the first day of June and the first day of December in each year, to pay interest thereon at said office or agency, or at the office or agency of the Company in the Borough of Manhattan, The City of New York, at the rate of 4 $\frac{7}{8}$ % per annum from the date hereof until the Company's obligation with respect to such principal sum shall be discharged, but, until maturity, only upon presentation and surrender of the annexed coupons as they become due. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by a certain mortgage and deed of trust, dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company (now First National Bank of

Joplin), as Trustees (hereinafter called the Trustees), and certain indentures supplemental thereto including a Third Supplemental Indenture and a Fifth Supplemental Indenture dated respectively as of December 1, 1950 and June 1, 1957 made by the Company to the Trustees (said mortgage and deed of trust and said indentures supplemental thereto being hereinafter collectively called the Indenture), to which Indenture (and to all indentures supplemental thereto) reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds and of the coupons appurtenant to coupon bonds, under the Indenture, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture and of all such supplemental indentures in respect of such security, including the provisions of the Indenture permitting the issue of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said bonds and coupons (including those pertaining to any sinking or other fund) may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; *provided, however*, that without the consent of the holder hereof no such modification or alteration shall be made which will extend the time of payment of the principal of or the interest on this bond or reduce the principal amount hereof or the rate of interest hereon or effect any other modification of the terms of payment of such principal or interest or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of his bonds, or will reduce the percentage of bonds required for the aforesaid action under the Indenture. This bond is one of a series of bonds designated as the First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987, of the Company.

The bonds of this series are subject to redemption at any time prior to maturity, upon not less than 30 nor more than 60 days' prior



notice, in whole or in part, at the option of the Company, all as more fully provided in the Indenture, at the following percentages of the principal amounts thereof, during the respective twelve months' periods beginning June 1 in each of the following years:

Beginning June 1	Percentage	Beginning June 1	Percentage
1957.....	105.00	1972.....	102.59
1958.....	105.00	1973.....	102.41
1959.....	105.00	1974.....	102.22
1960.....	104.81	1975.....	102.04
1961.....	104.63	1976.....	101.85
1962.....	104.44	1977.....	101.67
1963.....	104.26	1978.....	101.48
1964.....	104.07	1979.....	101.30
1965.....	103.89	1980.....	101.11
1966.....	103.70	1981.....	100.93
1967.....	103.52	1982.....	100.74
1968.....	103.33	1983.....	100.56
1969.....	103.15	1984.....	100.37
1970.....	102.96	1985.....	100.19
1971.....	102.78	1986.....	100.00

together in each case with accrued and unpaid interest to the date fixed for redemption; *provided, however*, that no Bonds of the 4 $\frac{7}{8}$ % Series due 1987 may be redeemed prior to June 1, 1962, directly or indirectly as a part of, or in anticipation of, any refunding operation involving the incurring of indebtedness having an interest rate or cost (calculated in accordance with accepted financial practice) lower than 4 $\frac{7}{8}$ % per annum.

The bonds of this series are entitled to the benefit of the Sinking Fund provided for this series in the Indenture and, in the manner and to the extent provided in the Indenture, any one or more of the bonds of this series are subject to redemption through the operation of said Sinking Fund on June 1, 1960 and on each June 1 thereafter prior to maturity, upon similar notice, at the principal amount thereof, together with accrued and unpaid interest to the date fixed for redemption.

If this bond shall be called for redemption, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon from and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond shall pass by delivery unless the same shall have been registered as to principal in accordance with the provisions hereof. This bond may be registered as to principal in the owner's name on the books of the Company kept for such purpose by the Company at its office or agency in the City of Chicago, Illinois, such registry being noted hereon by the Company's registrar. After such registration no transfer hereof shall be valid unless made on the Company's books by the registered owner or by his attorney thereunto duly authorized and similarly noted hereon, but this bond may be discharged from registry by being transferred to bearer, after which it shall be transferable by delivery, but it shall be subject to successive registrations and transfers to bearer as before. Such registration, however, shall not affect the negotiability of the coupons, which shall always be payable to bearer and transferable by delivery. The Company and the Trustees and any paying agent may deem and treat the bearer of this bond, if it be not registered as to principal, and the bearer of any coupon hereunto appertaining, or if this bond be registered as herein authorized, the person in whose name the same is registered, as the absolute owner for the purpose of receiving payment and for all other purposes.

The holder of this bond, at his option, may surrender the same, alone or with other bonds of the same series and maturity, with all unmatured coupons attached thereto, at the above mentioned office or agency of the Company, for cancellation and exchange for one or more fully registered bonds without coupons, of the same aggregate principal amount and of the same series and maturity, which fully registered bond or bonds without coupons may in turn be re-exchanged for a coupon bond or bonds of the same aggregate principal amount and of the same series and maturity, all as provided in the Indenture. Upon each such exchange and re-exchange the Company may require the payment of charges as in the Indenture prescribed.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds or coupons thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

Neither this bond nor any of the annexed interest coupons shall be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor as a Trustee under the Indenture.

IN WITNESS WHEREOF, THE EMPIRE DISTRICT ELECTRIC COMPANY has caused this bond to be signed in its name by its President or a Vice President, and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary, and interest coupons bearing the facsimile signature of its Treasurer to be annexed hereto, all as of June 1, 1957.

THE EMPIRE DISTRICT ELECTRIC COMPANY,

By.....  
*Vice President.*

Attest:

.....  
*Assistant Secretary.*

[FORM OF INTEREST COUPON FOR BONDS OF THE 4 $\frac{7}{8}$ % SERIES DUE 1987]

\$.....

On the 1st day of \_\_\_\_\_, 19\_\_\_\_ (unless the bond herein-  
after mentioned shall have been called for previous redemption and  
payment of the redemption price thereof duly provided for), The  
Empire District Electric Company will pay to bearer, upon surrender  
hereof, at its office or agency in the City of Chicago, Illinois, or at  
its office or agency in the Borough of Manhattan, The City of New  
York, \_\_\_\_\_ in any coin or currency  
of the United States of America which at the time of payment shall be  
legal tender for the payment of public and private debts, being six  
months' interest then due on its First Mortgage Bond, 4 $\frac{7}{8}$ % Series  
due 1987, No. \_\_\_\_\_.

-----  
*Treasurer.*

The amount to be inserted in coupons due on December 1 of each  
of the years 1957 to 1986, both inclusive, shall be Twenty-four and  
38/100 Dollars (\$24.38); and the amount to be inserted in coupons due  
on June 1 of each of the years 1958 to 1987, both inclusive, shall be  
Twenty-four and 37/100 Dollars (\$24.37).

[FORM OF FULLY REGISTERED BOND WITHOUT COUPONS,  
4 $\frac{7}{8}$ % SERIES DUE 1987]

**THE EMPIRE DISTRICT ELECTRIC COMPANY**

**FIRST MORTGAGE BOND**

**4 $\frac{7}{8}$ % SERIES DUE 1987**

**DUE JUNE 1, 1987**

No. ....

\$.....

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized  
and existing under the laws of the State of Kansas (hereinafter some-  
times called the Company), for value received, hereby promises to pay

to \_\_\_\_\_, or registered assigns, on June 1, 1987 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof), Dollars (\$ \_\_\_\_\_) at its office or agency in the City of Chicago, Illinois, and semi-annually on the first day of June and the first day of December in each year, to pay interest thereon at said office or agency, at the rate of  $4\frac{7}{8}\%$  per annum from the semi-annual interest payment date next preceding the date of this bond (unless this bond be dated on an interest payment date, in which case from the date hereof; or unless this bond be dated prior to the first interest payment date in respect thereof, in which case from the beginning of the first interest period for bonds of this series, and except that if this bond is delivered on a transfer or exchange of or in substitution for another bond or bonds it shall bear interest from the last preceding date to which interest shall have been paid on the bond or bonds in respect of which this bond is delivered), until the Company's obligation with respect to such principal sum shall be discharged. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by a certain mortgage and deed of trust, dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company (now First National Bank of Joplin), as Trustees (hereinafter called the Trustees), and certain indentures supplemental thereto including a Third Supplemental Indenture and a Fifth Supplemental Indenture dated respectively as of December 1, 1950 and June 1, 1957 made by the Company to the Trustees (said mortgage and deed of trust and said indentures supplemental thereto being hereinafter collectively called the Indenture), to which Indenture

(and to all indentures supplemental thereto) reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds and of the coupons appurtenant to coupon bonds, under the Indenture, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture and of all such supplemental indentures in respect of such security, including the provisions of the Indenture permitting the issue of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said bonds and coupons (including those pertaining to any sinking or other fund) may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; *provided, however*, that without the consent of the holder hereof no such modification or alteration shall be made which will extend the time of payment of the principal of or the interest on this bond or reduce the principal amount hereof or the rate of interest hereon or effect any other modification of the terms of payment of such principal or interest or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of his bonds, or will reduce the percentage of bonds required for the aforesaid action under the Indenture. This bond is one of a series of bonds designated as the First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987, of the Company.

The bonds of this series are subject to redemption at any time prior to maturity, upon not less than 30 nor more than 60 days' prior notice, in whole or in part, at the option of the Company, all as more fully provided in the Indenture, at the following percentages of the principal amounts thereof, during the respective twelve months' periods beginning June 1 in each of the following years:

Beginning June 1	Percentage	Beginning June 1	Percentage
1957.....	105.00	1972.....	102.59
1958.....	105.00	1973.....	102.41
1959.....	105.00	1974.....	102.22
1960.....	104.81	1975.....	102.04
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1967.....	103.52	1982.....	100.74
1968.....	103.33	1983.....	100.56
1969.....	103.15	1984.....	100.37
1970.....	102.96	1985.....	100.19
1971.....	102.78	1986.....	100.00

together in each case with accrued and unpaid interest to the date fixed for redemption; *provided, however*, that no Bonds of the 4 $\frac{7}{8}$ % Series due 1987 may be redeemed prior to June 1, 1962, directly or indirectly as a part of, or in anticipation of, any refunding operation involving the incurring of indebtedness having an interest rate or cost (calculated in accordance with accepted financial practice) lower than 4 $\frac{7}{8}$ % per annum.

The bonds of this series are entitled to the benefit of the Sinking Fund provided for this series in the Indenture and, in the manner and to the extent provided in the Indenture, any one or more of the bonds of this series are subject to redemption through the operation of said Sinking Fund on June 1, 1960 and on each June 1 thereafter prior to maturity, upon similar notice, at the principal amount thereof, together with accrued and unpaid interest to the date fixed for redemption.

If this bond shall be called for redemption in whole or in part, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon (or on the portion hereof to be redeemed) from and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the City of Chicago, Illinois, upon surrender and cancellation of this bond, and thereupon a new fully registered bond without coupons of the same series and maturity, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. The Company will pay the interest on any fully registered bond without coupons only to or upon the order of the owner registered on the Company's books at the date interest is payable on such bond, according to the terms thereof. The Company and the Trustees and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes. This bond, alone, or with other bonds of the same series and maturity, may in like manner be exchanged at such office or agency for one or more new fully registered bonds without coupons of the same series and maturity, in authorized denominations, of the same aggregate principal amount, or the registered owner of this bond may at his option surrender the same for cancellation and exchange for a coupon bond or bonds of the same aggregate principal amount and of the same series and maturity with coupons attached maturing on and after the next ensuing interest date, which coupon bonds may in turn be re-exchanged for fully registered bonds without coupons of the same aggregate principal amount and of the same series and maturity, all as provided in the Indenture. Upon each such transfer, exchange and re-exchange the Company may require the payment of charges as in the Indenture prescribed.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds or coupons thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable



proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor as a Trustee under the Indenture.

IN WITNESS WHEREOF, THE EMPIRE DISTRICT ELECTRIC COMPANY has caused this bond to be signed in its name by its President or a Vice-President, and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary.

Dated

THE EMPIRE DISTRICT ELECTRIC COMPANY,

By.....  
*Vice President.*

Attest:

.....  
*Assistant Secretary.*

[FORM OF PRINCIPAL TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

HARRIS TRUST AND SAVINGS BANK,  
As Trustee,

By.....  
*Authorized Officer.*

and

WHEREAS the Company represents that all acts and things necessary have happened, been done, and been performed, to make the First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987, when duly executed by the Company and authenticated by the Principal Trustee, and duly issued, the valid, binding and legal obligations of the Company, and to make the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE WITNESSETH: That The Empire District Electric Company, the Company herein named, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and the interest on all bonds from time to time outstanding under the Indenture, according to the terms of said bonds and of the coupons attached thereto, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents doth grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto HARRIS TRUST AND SAVINGS BANK and FIRST NATIONAL BANK OF JOPLIN, as Trustees, and their respective successor or successors in the trust, and its or their assigns forever, the following property, with the same force and effect and subject to the same reservations and exceptions, as though specifically described in the granting clauses of the Original Indenture, that is to say:

## SUBSTATIONS AND SWITCHING STATIONS

*Cherokee County, Kansas*

## 1. Baxter Springs, Twelfth Street Substation:

A tract of land in the County of Cherokee, State of Kansas, described as follows:

Lots Seven (7) and Eight (8), Block Twenty-one (21), Original Plat of the City of Baxter Springs, Cherokee County, Kansas.

*Labette County, Kansas*

## 2. Chetopa City Substation:

A tract of land in the County of Labette, State of Kansas, described as follows:

All of Lots numbered Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), and Twenty-four (24), Block Forty-four (44), City of Chetopa, Labette County, Kansas.

*Jasper County, Missouri*

## 3. Atlas Junction Substation:

A tract of land in the County of Jasper, State of Missouri, described as follows:

Commencing at the Southeast corner of Section Thirty-three (33), Township Twenty-eight (28) N., Range Thirty-two (32) W., Jasper County, Missouri, thence West along the South line of said Section Twenty (20) feet; thence North Thirty-five (35) feet at an angle of Ninety-one (91) degrees and Six (6) minutes to the right to the point of beginning; thence on North Two Hundred Sixty-five (265) feet parallel to the East line of said Section Thirty-three (33); thence West Two Hundred Eighty (280) feet; thence South Two Hundred Sixty-three and Ninety-four Hundredths (263.94) feet to

the North right-of-way line of Wilhoit Road; thence East along said right-of-way line Two Hundred Eighty (280) feet to the point of beginning, containing One and Seven-tenths (1.7) acres more or less and being part of the Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of said Section Thirty-three (33), all located in Jasper County, Missouri.

*Newton County, Missouri*

4. County Line 69,000-volt Switching Station:

A tract of land in the County of Newton, State of Missouri, described as follows:

All that part of the Northeast quarter (NE $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Twenty-one (21), Township Twenty-seven (27) N., Range Thirty-two (32) W., described as beginning at an iron pin situated One Hundred Thirty (130) feet South and Twenty feet (20) West of the Northeast corner of the said Section Twenty-one (21); thence South Three Hundred Thirty-five (335) feet to an iron pin; thence West Two Hundred Twenty-five (225) feet to an iron pin; thence North Four Hundred Twenty-five (425) feet to an iron pin in the South right-of-way line of County Road; thence East along the South right-of-way line of the said County Road a distance of One Hundred Seventy-five (175) feet to an iron pin; thence on a curve to the right along the existing County Road a distance of One Hundred Five and Two-tenths (105.2) feet to the point of beginning, all in Newton County, Missouri.

5. Neosho South Crowder Junction Substation:

A tract of land in the County of Newton, State of Missouri, described as follows:

Three Hundred Thirty (330) feet squarely off the North side of the Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Eight (8), Township Twenty-four (24) N., Range Thirty-two (32) W., except right-of-way for highway purposes, all in Newton County, Missouri.

This was previously described in the Original Indenture under Substations on Leased Properties, page 48, as Substation No. 184.

## 6. Tipton Ford Substation:

A tract of land in the County of Newton, State of Missouri, described as follows:

A tract of land in the Southwest corner of the Northwest quarter ( $NW\frac{1}{4}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) of Section Nine (9), Township Twenty-six (26) N., Range Thirty-two (32) W., Newton County, Missouri, more particularly described as: Commencing at the Southwest corner of the Southeast quarter ( $SE\frac{1}{4}$ ) of Section Nine (9), Township Twenty-six (26) N., Range Thirty-two (32) W.; thence North along the West line of said Southeast quarter ( $SE\frac{1}{4}$ ) One Thousand Seven Hundred Thirty-seven and Sixty-six Hundredths (1,737.66) feet; thence East Thirty (30) feet to the point of beginning; thence on East at an angle of Ninety (90) degrees and Twenty-two (22) minutes to the right from the West line of said quarter Four Hundred (400) feet; thence South parallel to said West line Four Hundred Twenty-eight and Thirteen Hundredths (428.13) feet more or less to the South line of the Northwest quarter ( $NW\frac{1}{4}$ ) of the Southeast quarter ( $SE\frac{1}{4}$ ) of said Section Nine (9); thence West Four Hundred (400) feet; thence North Four Hundred Twenty-eight and Thirteen Hundredths (428.13) feet to the point of beginning, containing Three and Ninety-three Hundredths (3.93) acres more or less, all located in Newton County, Missouri.

*Stone County, Missouri*

## 7. Reeds Spring Substation:

A tract of land in the County of Stone, State of Missouri, described as follows:

All of a rectangular plot of ground Two Hundred Twenty (220) feet by Two Hundred Thirty (230) feet, located in the Northeast fractional quarter ( $NE\frac{1}{4}$ ) of the Northeast fractional quarter ( $NE\frac{1}{4}$ ) of Section Three (3), Township Twenty-three (23) N., Range Twenty-three (23) W., more particularly described as follows: Beginning at a point Five Hundred Sixty-nine and Five-tenths (569.5) feet South and One Hundred Sixty-one (161) feet

West of the Northeast corner of said Section Three (3); thence South Two Hundred Thirty (230) feet; thence West Two Hundred Twenty (220) feet; thence North Two Hundred Thirty (230) feet; thence East Two Hundred Twenty (220) feet to the place of beginning, containing One and Sixteen Hundredths (1.16) acres more or less, all located in Stone County, Missouri.

*Taney County, Missouri*

8. Addition to Powersite Substation:

Tracts of land in the County of Taney, State of Missouri, described as follows:

All of Lots Two (2), Three (3), Four (4), Five (5), and Six (6) in Block One (1), Powersite, Taney County, Missouri. Lots Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), and Twenty-six (26) in Block Twenty-four (24), Powersite, Taney County, Missouri.

STOREROOM SITES

*Cherokee County, Kansas*

Baxter Springs Storeroom Site:

A tract of land in County of Cherokee, State of Kansas, described as follows:

All of Lots One Hundred Fourteen (114), One Hundred Fifteen (115), One Hundred Sixteen (116), One Hundred Seventeen (117), One Hundred Eighteen (118), One Hundred Nineteen (119), One Hundred Twenty (120) and One Hundred Twenty-one (121), in Railroad Addition to the City of Baxter Springs, Cherokee County, Kansas.

## WATER TOWER SITES

*Lawrence County, Missouri*

## Aurora Water Tower Site:

A tract of land in County of Lawrence, State of Missouri, described as follows:

All of Lots Sixteen (16) and Seventeen (17), except beginning at the Northeast corner of Lot Seventeen (17), thence South Fifty (50) feet, thence West Twenty-five (25) feet, thence North Fifty (50) feet, thence East Twenty-five (25) feet to place of beginning, all in Block Sixteen (16), Original Survey of City of Aurora, Lawrence County, Missouri.

## SUBSTATIONS ON LEASED PROPERTIES

Substation No.	Lessor	Original Lessee	Lease Date
<i>Cherokee County, Kansas</i>			
285	Pittsburg and Midway Coal Company .....	The Company	July 8, 1954
300	Jessie Elmer Binderim and Hazel H. Binderim.....	The Company	June 25, 1956

## ELECTRIC TRANSMISSION AND DISTRIBUTION LINES

## 1. The Chetopa Tap Line:

That certain three-phase, 33,000-volt, single circuit, wood pole transmission line known as the Chetopa Tap Line, approximately .82 miles in length and extending from a point on the Columbus-Chetopa-Baxter Line in fractional Section 2, Township 35 S., Range 21 E., in the County of Cherokee, State of Kansas, to the Company's Substation No. 299 in the City of Chetopa, County of Labette, State of Kansas, all as located, constructed, and equipped in the Counties of Cherokee and Labette, State of Kansas.

2. The Rocketdyne Line:

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Rocketdyne Line, approximately 1.10 miles in length and extending from the Company's No. 183 Substation in the NW $\frac{1}{4}$  of Section 10, Township 24 N., Range 32 W., in the County of Newton, to the Company's No. 296 Substation in the NE $\frac{1}{4}$  of Section 10, Township 24 N., Range 32 W., in the County of Newton, State of Missouri, all as located, constructed, and equipped in the County of Newton, State of Missouri.

3. The Baxter 69-Kv Tap Line:

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Baxter 69-Kv Tap Line, approximately 2.94 miles in length and extending from a point on the Riverton-State Line Switching Station Line in the NE $\frac{1}{4}$  of Section 26, Township 34 S., Range 24 E., in the County of Cherokee, State of Kansas, to the Company's No. 291 Substation in the City of Baxter Springs, County of Cherokee, State of Kansas, all as located, constructed, and equipped in the County of Cherokee, State of Kansas.

4. The Tipton Ford-County Line Switching Station Line:

That certain three-phase, 69,000-volt, single circuit, wood 2-pole transmission line known as the Tipton Ford-County Line Switching Station Line, approximately 4.87 miles in length and extending from the Company's No. 292 Substation in the Riverton-Aurora Line in the SE $\frac{1}{4}$  of Section 9, Township 26 N., Range 32 W., County of Newton, State of Missouri, to the Company's No. 290 Substation in the NE $\frac{1}{4}$  of Section 21, Township 27 N., Range 32 W., County of Newton, State of Missouri, all as located, constructed, and equipped in the County of Newton, State of Missouri.

5. County Line Switching Station-Atlas Junction Line:

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the County Line Switching Station-Atlas Junction Line, approximately 3.00 miles in length and extend-



ing from the Company's No. 290 Substation in the NE $\frac{1}{4}$  of Section 21, Township 27 N., Range 32 W., County of Newton, State of Missouri, to the Company's No. 109 Substation in the SE $\frac{1}{4}$  of Section 33, Township 28 N., Range 32 W., in the County of Jasper, State of Missouri, all as located, constructed, and equipped in the Counties of Newton and Jasper, State of Missouri.

6. The Pearl Alley 69-Kv Line:

That certain three-phase, 69,000-volt, double circuit, wood 2-pole transmission line known as the Pearl Alley 69-Kv Line, approximately .50 miles in length and extending from the alley West of Pearl Street at 32nd Street in the City of Joplin, County of Jasper, State of Missouri, to the Company's No. 59 Substation at the Northwest corner of 26th and Pearl Streets in the City of Joplin, County of Jasper, State of Missouri, all as located, constructed, and equipped in the City of Joplin, County of Jasper, State of Missouri.

7. The Kentucky Avenue Line:

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Kentucky Avenue Line, approximately .38 miles in length and extending from the Southeast corner of Ninth and Kentucky Streets in the City of Joplin, County of Jasper, State of Missouri, to the Company's No. 284 Substation at the Northwest corner of Fifth and Kentucky Streets in the City of Joplin, County of Jasper, State of Missouri, all as located, constructed, and equipped in the City of Joplin, County of Jasper, State of Missouri.

8. The Missouri-Kansas State Line-Riverton Line:

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Missouri-Kansas State Line-Riverton Line, approximately 4.63 miles in length and extending from the Company's No. 167 Substation in the NW $\frac{1}{4}$  of Section 20, Township 34 S., Range 25 E., County of Cherokee, State of Kansas,

to a point on the East boundary of Section 24, Township 34 S., Range 25 E., County of Cherokee, State of Kansas, all as located, constructed, and equipped in the County of Cherokee, State of Kansas. Approximately .74 miles of the above-described line is double-circuited on steel towers of the Riverton-Aurora Line.

9. Existing 33,000-volt Transmission Line Rebuilt for 69,000 Volts:

(A) The Atlas Junction-Atlas Line:

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Atlas Junction-Atlas Line, approximately 2.00 miles in length, extending from the Company's No. 109 Substation in the SE $\frac{1}{4}$  of Section 33, Township 28 N., Range 32 W., in the County of Jasper, State of Missouri, to a point in the NE $\frac{1}{4}$  of Section 2, Township 27 N., Range 32 W., County of Jasper, State of Missouri, all as located, constructed, and equipped in the County of Jasper, State of Missouri. The above-described line is a conversion from 33,000-volt to 69,000-volt insulation. Said line being a portion of the line heretofore described in item 61, page 76, in the Original Indenture.

(B) Missouri-Kansas State Line—No. 59 Substation Line:

That certain three-phase, 69,000-volt, single circuit, wood pole transmission line known as the Missouri-Kansas State Line—No. 59 Substation Line, approximately 5.67 miles in length and extending from a point on the West boundary of fractional Section 14, Township 27 N., Range 34 W., County of Jasper, State of Missouri, to the Company's No. 59 Substation at the Northwest corner of 26th and Pearl Streets in the City of Joplin, County of Jasper, State of Missouri, all as located, constructed, and equipped in the County of Jasper, State of Missouri. The above-described line is a conversion from 33,000-volt to 69,000-volt insulation and operation. Said line being a portion of the line heretofore described in item 17, page 62, in the Original Indenture.

## 10. New 2,400-volt and 12,000-volt Distribution Lines:

## (A) The Picher Line:

That certain 12,000-volt, wood pole distribution line known as the Picher Line, beginning 4.00 miles West of Baxter Springs, Kansas, which is the West line of Section 5, Township 35 S., Range 24 E., and extending South a distance of 2.00 miles in Cherokee County, Kansas, where it enters Oklahoma on the West line of Section 15, Township 29 N., Range 24 E., and extending South 1.00 mile, thence West approximately 1.00 mile to the town of Picher, Ottawa County, Oklahoma.

## (B) The Galena Line:

That certain 12,000-volt, wood pole distribution line known as the Galena Line, beginning at the Company's Substation No. 278 at the Northeast edge of Galena, Kansas, and extending in a Southwesterly direction to Eighth and Main Streets in Galena, Kansas, a distance of approximately 1.5 miles, all in Cherokee County, Kansas.

## (C) The Chetopa Line:

That certain 2,400-volt, wood pole distribution line known as the Chetopa Line, beginning at the Company's Substation No. 299 in Chetopa and extending to the City of Chetopa's power plant, a distance of approximately .25 mile, all located in Section 14, Range 21 E., Township 35 S., Labette County, Kansas.

## (D) The Reeds Spring Line:

That certain 12,000-volt, wood pole line known as the Reeds Spring Line, beginning at the Company's Substation No. 295 in Section 3, Township 23 N., Range 23 W., and extending North a distance of approximately 2.00 miles to an existing 12,000-volt wood pole line in Section 26, Township 24 N., Range 23 W., all in Stone County, Missouri.

Also all other property, whether real, personal or mixed (except as in the Original Indenture expressly excepted) of every nature and kind and wheresoever situated now owned or hereafter acquired by the Company;

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of §8.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid mortgaged property, and every part and parcel thereof;

SUBJECT, HOWEVER, to permitted encumbrances as defined in the Original Indenture; and, as to any property hereafter acquired by the Company, to any lien thereon existing, and to any liens for unpaid portions of the purchase money placed thereon at the time of such acquisition, and also subject to the provisions of *Article 12* of the Original Indenture;

TO HAVE AND TO HOLD the same, unto the Trustees and their and each of their respective successors and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Indenture, so that the same shall be held specifically by the Trustees under and subject to the terms of the Indenture in the same manner and for the same trusts, uses and purposes as if said properties had been specifically contained and described in the Original Indenture;

PROVIDED, HOWEVER, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of said bonds the principal and interest, and premium, if any, to become due in respect thereof at the times and in the manner

stipulated therein and in the Indenture and shall keep, perform and observe all and singular the covenants and promises in said bonds and in the Indenture expressed to be kept, performed and observed by or on the part of the Company, then the Indenture and the estate and rights thereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

AND THE COMPANY, for itself and its successors, does hereby covenant and agree to and with the Trustees, for the benefit of those who shall hold the bonds and the coupons appertaining thereto, or any of them, issued or to be issued under the Indenture, as follows:

## **ARTICLE I.**

### **Creation and Description of First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987.**

SECTION 1. A new series of bonds to be issued under and secured by the Indenture is hereby created, to be designated as First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987 (hereinafter sometimes called the "Bonds of the 4 $\frac{7}{8}$ % Series due 1987"). The First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987, shall be limited to an aggregate principal amount of Three million dollars (\$3,000,000), excluding any Bonds of the 4 $\frac{7}{8}$ % Series due 1987 which may be authenticated in lieu of or in substitution or exchange for other Bonds of the 4 $\frac{7}{8}$ % Series due 1987 pursuant to the provisions of *Article 2* or of §15.09 of the Original Indenture. Said Bonds and the interest coupons to be attached to coupon Bonds and the certificate of authentication of the Principal Trustee to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited, respectively. All fully registered Bonds of the 4 $\frac{7}{8}$ % Series due 1987 without coupons shall be dated as provided in §2.04 of *Article 2* of the Original Indenture. All coupon Bonds of the 4 $\frac{7}{8}$ % Series due 1987 shall be dated June 1, 1957, and all Bonds of the 4 $\frac{7}{8}$ % Series due 1987 shall mature June 1, 1987 and shall bear interest at the rate of

4 $\frac{7}{8}$ % per annum, payable semi-annually on June 1 and December 1 in each year; both principal and interest shall be payable at the office or agency of the Company in the City of Chicago, Illinois, and in the case of coupon bonds, the interest thereon shall also be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York; and both principal and interest shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

Said Bonds shall be issued as coupon Bonds, with the privilege of registration as to principal, in the denomination of one thousand dollars (\$1,000) and as fully registered bonds without coupons in denominations of one thousand dollars (\$1,000) and any multiple thereof.

Coupon Bonds and fully registered Bonds of the 4 $\frac{7}{8}$ % Series due 1987 shall be interchangeable at the office or agency of the Company in the City of Chicago, Illinois, in the manner and upon the terms set forth in §2.05 of *Article 2* of the Original Indenture, upon payment of charges as required or permitted by the provisions of §2.08 of *Article 2* of the Original Indenture.

SECTION 2. The Bonds of the 4 $\frac{7}{8}$ % Series due 1987 described in Section 1 of this Article, in the aggregate principal amount of Three million dollars (\$3,000,000), shall be executed by the Company and delivered to the Principal Trustee and, upon compliance with all the provisions and requirements of the Original Indenture in respect thereof, shall be authenticated by the Principal Trustee and delivered (without awaiting the filing or recording of this Fifth Supplemental Indenture) in accordance with the written order or orders of the Company.

## ARTICLE II.

### Redemption of Bonds of the 4 $\frac{7}{8}$ % Series due 1987.

SECTION 1. The Bonds of the 4 $\frac{7}{8}$ % Series due 1987 shall, in the manner provided in *Article 5* of the Original Indenture, be redeemable at any time prior to maturity, in whole or in part, at the option of the Company at the following percentages of the principal amounts thereof, during the respective twelve months' periods beginning June 1 in each of the following years, together in each case with accrued and unpaid interest to the date fixed for redemption:

Beginning June 1	Percentage	Beginning June 1	Percentage
1957.....	105.00	1972.....	102.59
1958.....	105.00	1973.....	102.41
1959.....	105.00	1974.....	102.22
1960.....	104.81	1975.....	102.04
1961.....	104.63	1976.....	101.85
1962.....	104.44	1977.....	101.67
1963.....	104.26	1978.....	101.48
1964.....	104.07	1979.....	101.30
1965.....	103.89	1980.....	101.11
1966.....	103.70	1981.....	100.93
1967.....	103.52	1982.....	100.74
1968.....	103.33	1983.....	100.56
1969.....	103.15	1984.....	100.37
1970.....	102.96	1985.....	100.19
1971.....	102.78	1986.....	100.00

*provided, however, that no Bonds of the 4 $\frac{7}{8}$ % Series due 1987 may be redeemed prior to June 1, 1962, directly or indirectly as a part of, or in anticipation of, any refunding operation involving the incurring of indebtedness having an interest rate or cost (calculated in accordance with accepted financial practice) lower than 4 $\frac{7}{8}$ % per annum.*

The Bonds of the 4 $\frac{7}{8}$ % Series due 1987 shall also be redeemable through the operation of the Sinking Fund therefor in the manner,

to the extent and at the Sinking Fund Redemption Price provided in Article III of this Fifth Supplemental Indenture.

SECTION 2. The provisions of §5.03, §5.04 and §5.05 of *Article 5* of the Original Indenture shall be applicable to Bonds of the 4 $\frac{7}{8}$ % Series due 1987; provided that, notwithstanding the provisions of the fourth paragraph of §5.03, whenever the Company shall have elected to redeem less than all the outstanding Bonds of the 4 $\frac{7}{8}$ % Series due 1987, the Principal Trustee shall allocate the principal amount of said Bonds to be redeemed between the holders of the registered Bonds of such Series without coupons and the holders of coupon Bonds, whether or not registered as to principal, in the proportions, as nearly as may be, that their respective holdings bear to the aggregate principal amount of Bonds of said Series outstanding at the date of selection, and shall pro rate among the holders of the registered Bonds without coupons the amount of said Bonds so allocated to the redemption of registered Bonds without coupons in the proportions that their respective holdings of registered Bonds without coupons bear to the aggregate principal amount of such registered Bonds outstanding at the date of selection, and shall determine the particular coupon Bonds to be redeemed by lot in any manner deemed by the Principal Trustee to be fair and proper. The principal amount of registered Bonds of the 4 $\frac{7}{8}$ % Series due 1987 without coupons registered in the name of any holder and to be redeemed on any partial redemption shall be \$1,000, or a multiple thereof, and such allocations as may be requisite for this purpose shall be made by the Principal Trustee in its uncontrolled discretion.

SECTION 3. The holder of each and every Bond of the 4 $\frac{7}{8}$ % Series due 1987 issued hereunder hereby agrees to accept payment thereof prior to maturity on the terms and conditions provided for in Articles II and III of this Fifth Supplemental Indenture.



**ARTICLE III.****Sinking Fund for Bonds of the 4 $\frac{7}{8}$ % Series due 1987.**

SECTION 1. For the purpose of this Article, the term "Bonds of the 1987 Series" means only First Mortgage Bonds, 4 $\frac{7}{8}$ % Series due 1987, and the 1st day of June, 1960 and each 1st day of June thereafter, to and including June 1, 1986, are called Sinking Fund Payment Dates. If any of said days is a Sunday or legal holiday, then the next succeeding business day shall be deemed to be a Sinking Fund Payment Date.

SECTION 2. The Company covenants and agrees that it will on June 1, 1960 create, and so long as any Bonds of the 1987 Series are outstanding, maintain a Sinking Fund for the Bonds of the 1987 Series, and that it will pay to the Principal Trustee on (or before, as hereinafter provided) each Sinking Fund Payment Date, so long as any Bonds of the 1987 Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire \$30,000 principal amount of Bonds of the 1987 Series, at prices not exceeding the Sinking Fund Redemption Price, set forth in Section 5 hereof.

SECTION 3. (a) The Company may satisfy all or any part of its obligations under this Article otherwise than by payment of cash as provided in Section 2 hereof by (i) the delivery to the Principal Trustee of Bonds of the 1987 Series theretofore acquired by the Company (in case of coupon Bonds, with all unmatured coupons attached), subject to compliance with paragraph (c) of this Section 3, and each such Bond shall be received by the Principal Trustee in lieu of cash in an amount equal to its Sinking Fund Redemption Price; or (ii) utilizing as a credit any net property additions which might otherwise be made the basis for the issue of bonds under the provisions of *Article 3* of the Original Indenture, and which the Company elects to make the basis of a credit under this Article, and such net property additions shall

be received by the Principal Trustee in lieu of cash in an amount equal to 60% of the amount of such net property additions.

(b) The Company shall also have the right at any time and from time to time to anticipate payment of all or any part of any one or more Sinking Fund payments (but not, in respect of any particular Sinking Fund payment, after the delivery to the Principal Trustee of the statement of the Company required by Section 6 hereof) and to receive a credit on its obligations under this Article to the extent of the Sinking Fund Redemption Price of

(1) any Bonds of the 1987 Series theretofore acquired by the Company and then or theretofore delivered by it to the Principal Trustee for cancellation (in the case of coupon Bonds, with all unmatured coupons attached), or

(2) any Bonds of the 1987 Series previously redeemed, or called for redemption, and no longer outstanding,

subject to compliance with paragraph (c) of this Section 3, by delivery to the Principal Trustee of a statement of the Company setting forth in detail the Sinking Fund payments or parts thereof which the Company elects to anticipate, and the principal amounts and serial numbers of the Bonds of the 1987 Series the retirement of which under clauses (1) and/or (2) above is made the basis of such anticipated payment or payments, and otherwise showing compliance with the requirements of this Section 3.

(c) No Bond shall be made the basis of a credit under this Article upon any Sinking Fund payment or anticipated payment if such Bond shall have been acquired, retired, redeemed or called for redemption by operation of the Sinking Fund or any maintenance, improvement or other fund under the Indenture or by the use of the proceeds of insurance on, or of the release or other disposition of, any funded property or by use as provided in §3.10 of any cash deposited under §3.08 of the Original Indenture, or if the acquisition, retirement,

redemption or call for redemption of such Bond has theretofore been made the basis for the issue of any bond or the withdrawal of cash or the taking of a credit under any of the provisions of the Indenture.

SECTION 4. All cash paid by the Company to the Principal Trustee pursuant to the provisions of this Article shall be applied to the retirement of Bonds of the 1987 Series as provided in this Article.

Any cash balance at any time in the Sinking Fund (except at the time of the last Sinking Fund payment) amounting to less than a sum sufficient to redeem \$1,000 principal amount of Bonds of the 1987 Series (unless otherwise directed by the Company) shall be retained in the Sinking Fund and added to any succeeding Sinking Fund cash payment or payments, and be applied to such retirement of Bonds of the 1987 Series along with such succeeding payment or payments.

SECTION 5. On each Sinking Fund Payment Date the redemption price applicable to Bonds of the 1987 Series to be purchased or retired under the provisions of this Article shall be the principal amount thereof, together with accrued interest to the redemption date (herein referred to as the "Sinking Fund Redemption Price").

SECTION 6. The Company will at least sixty (60) days prior to each Sinking Fund Payment Date (except in a case where the Sinking Fund payment due on such date shall have been anticipated in full pursuant to Section 3 (b) hereof) deliver a statement of the Company to the Principal Trustee stating (i) the aggregate principal amount and serial numbers of Bonds of the 1987 Series acquired by the Company which it intends to deliver to the Principal Trustee on such Sinking Fund Payment Date pursuant to Section 3(a)(i) hereof on account of such Sinking Fund obligation (or on account of all or any part of the unanticipated balance thereof) and otherwise showing compliance with said Section 3(a)(i), and (ii) the amount of net property additions which the Company intends to use as a credit to such Sinking Fund obligation pursuant to Section 3(a)(ii) hereof.

SECTION 7. In case credit under this Article is taken in whole or in part on the basis of net property additions, the Company shall comply with all provisions of the Indenture which would be applicable if such net property additions were made the basis of an application for the authentication of bonds as provided in §3.04 of the Original Indenture, except as hereinafter in this Section provided.

In any such case, the Company shall file with the Principal Trustee appropriate documents evidencing compliance with all such applicable provisions; *provided, however*, that in no such case shall the Company be required to deliver to the Principal Trustee any resolution or documents such as are described in *subdivisions (1), (2) and (6)* of §3.06 of the Original Indenture, or any opinions with respect to the authorization of the issue of bonds by governmental authorities and by the Company and with respect to tax laws applicable to the issue of bonds, or to comply with any earnings requirements, or, unless the Principal Trustee shall so request, to comply with the requirements of the proviso in *subdivision (8)* of §3.06 of the Original Indenture.

SECTION 8. In case any net property additions are utilized as a basis for credit under this Article, the property additions included therein shall forthwith become funded property (as defined in §1.07 of the Original Indenture), and the engineer's certificate filed with the Principal Trustee pursuant to Section 7 of this Article shall be considered for the purposes of *Clause (A) of subdivision (3)* of §3.06 of the Original Indenture as if it had been filed pursuant to said *subdivision (3)* of §3.06 of the Original Indenture; *provided, however*, that any net property additions certified in such engineer's certificate in excess of the amount utilized for such credit may be added to and treated as part of the "unapplied balance of property additions" (as defined in §1.05 of the Original Indenture) and be available for any purpose for which the "unapplied balance of property additions" is available under the Indenture, and for the purpose of a credit under this Article. Any certificate executed pursuant to the provisions

of §3.06 of the Original Indenture shall give effect to the provisions of this Section.

SECTION 9. It shall be the duty of the Principal Trustee to apply the cash paid to it under this Article for the account of the Sinking Fund (hereinafter called "Sinking Fund Cash") to the purchase or redemption of Bonds of the 1987 Series, at prices not exceeding the Sinking Fund Redemption Price. Such purchase or redemption shall be carried out as follows:

(a) If, on the date (hereinafter referred to as the "60 Day Determination Date") which is 60 days prior to the Sinking Fund Payment Date on which redemption is to be effected, all Bonds of the 1987 Series are registered Bonds of the 1987 Series without coupons and/or coupon Bonds of the 1987 Series registered as to principal, the Principal Trustee shall apply the Sinking Fund Cash to the redemption of Bonds of the 1987 Series pro rata among the registered owners of such Bonds of the 1987 Series in the ratio which the principal amount of such Bonds of the 1987 Series held by each registered owner on the 60 Day Determination Date bears to the total principal amount of Bonds of the 1987 Series outstanding on the 60 Day Determination Date; *provided, however*, that the portion of the principal amount of each registered Bond of the 1987 Series to be redeemed shall be \$1,000 or a multiple thereof. The Principal Trustee in its uncontrolled discretion shall determine the pro rata allocation among the several registered owners of the principal amount of the Bonds of the 1987 Series to be then redeemed and shall promptly advise the Company as to the allocation so made by it.

Thereupon the Company shall give at least 30 days' notice of such redemption to all registered owners of the Bonds of the 1987 Series. Such notice shall be sufficiently given if mailed, postage prepaid, at least 30 days prior to the date upon which such redemption is to be made to all registered owners of Bonds of the 1987 Series at their

addresses as the same shall appear on the Company's bond register for Bonds of the 1987 Series.

Such notice shall state (i) the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), (ii) the place of redemption (which shall be the main office of the principal Trustee in the City of Chicago, Illinois), (iii) the Sinking Fund Redemption Price, (iv) the numbers and principal amount of Bonds of the 1987 Series of each registered owner to be then redeemed in whole or in part and (v) that on the date fixed for redemption interest on such Bonds of the 1987 Series, or portion of Bonds of the 1987 Series to be redeemed, shall cease.

In case any registered Bond of the 1987 Series without coupons shall be redeemed in part only, said notice shall also specify (i) the principal amount thereof to be redeemed, and (ii) that, upon the presentation of such registered Bond of the 1987 Series for partial redemption, a new Bond or Bonds of the 1987 Series of an aggregate principal amount equal to the unredeemed portion of such registered Bond of the 1987 Series will be issued in lieu thereof; and in such case the Company shall execute and the Principal Trustee shall authenticate and deliver to or upon the written order of the registered owner of any such registered Bond of the 1987 Series, at the expense of the Company, a Bond or Bonds of the 1987 Series in either coupon or registered form (but only in authorized denominations) for the principal amount of the unredeemed portion of such registered Bond of the 1987 Series, or, at the option of the registered owner of such Bond of the 1987 Series, the Principal Trustee shall, upon presentation thereof for the purpose, make a notation thereon of the payment of the portion thereof so called for partial redemption.

In the event that after the 60 Day Determination Date, exchanges or transfers of the Bonds of the 1987 Series shall be made, the provisions of the last paragraph of *subdivision (b)* of this Section shall be applicable thereto.

(b) In the event that on the 60 Day Determination Date there are outstanding any Bonds of the 1987 Series which are unregistered coupon Bonds of the 1987 Series, the Principal Trustee shall apply to the purchase or redemption of such outstanding unregistered coupon Bonds of the 1987 Series a portion of the Sinking Fund Cash equal (so far as the Principal Trustee shall in its uncontrolled discretion determine is practicable) to the ratio which the principal amount of such unregistered coupon Bonds of the 1987 Series outstanding on such date bears to the total principal amount of Bonds of the 1987 Series outstanding on such date; and the Principal Trustee shall apply the balance of such Sinking Fund Cash to the redemption of registered Bonds of the 1987 Series without coupons and/or coupon Bonds of the 1987 Series registered as to principal, in accordance with the provision of *subdivision (a)* of this Section, pro rata among the registered holders of such Bonds of the 1987 Series in the ratio which the principal amount of Bonds of the 1987 Series held by each registered holder on the 60 Day Determination Date bears to the total principal amount of registered Bonds of the 1987 Series without coupons and/or coupon Bonds of the 1987 Series registered as to principal. The Principal Trustee shall promptly notify the Company of any determination made by it pursuant to this subdivision.

Thereafter, if exchanges of registered Bonds of the 1987 Series without coupons for coupon Bonds of the 1987 Series, or vice versa, or transfers of registered coupon Bonds of the 1987 Series to bearer, or vice versa, shall be made before the last date upon which written proposals for the sale of Bonds of the 1987 Series may be received by the Principal Trustee as contemplated by *subdivision (c)* of this Section, the Principal Trustee, with the approval of the Company, evidenced by the written consent of the Company, may make such arrangements by endorsements on the Bonds of the 1987 Series involved or otherwise as it shall deem appropriate to allocate Sinking Fund Cash among the Bonds of the 1987 Series issued on any such exchange or transfer.

(c) In the event that on the 60 Day Determination Date there are outstanding any Bonds of the 1987 Series which are unregistered coupon Bonds of the 1987 Series, the Company may, prior to each Sinking Fund Payment Date, give notice to all holders of such unregistered coupon Bonds of the 1987 Series by publication two (2) times in one calendar week in at least one daily newspaper of general circulation regularly published in the English language in the City of Chicago, Illinois, and one daily newspaper of general circulation regularly published in the Borough of Manhattan, The City of New York (in each case upon any day of the week and in any such newspaper, but the first publication in each case to be not more than fifty-five (55) days and not less than fifty (50) days before such Sinking Fund Payment Date) of the intention of the Principal Trustee to apply Sinking Fund Cash to the purchase of an aggregate principal amount of unregistered coupon Bonds of the 1987 Series specified in such notice (which aggregate principal amount shall be the aggregate principal amount of unregistered coupon Bonds of the 1987 Series to be retired pursuant to the provisions of *subdivision (b)* of this Section) and inviting proposals to be made to the Principal Trustee for the sale of such Bonds of the 1987 Series on the next succeeding Sinking Fund Payment Date in the principal amount specified in such notice at prices not to exceed the Sinking Fund Redemption Price. Proof of such publication shall be filed by the Company with the Principal Trustee.

The above notice shall state (i) that proposals shall be deemed to be made for all or any part of the Bonds of the 1987 Series offered, whether so expressed or not, (ii) the last date upon which such written proposals shall be received by the Principal Trustee (which such last date shall be not less than forty (40) days prior to such Sinking Fund Payment Date), and (iii) the date when Bonds of the 1987 Series accepted for purchase by the Principal Trustee shall be delivered to the Principal Trustee against payment therefor, which date shall be the next succeeding Sinking Fund Payment Date.



From the unregistered coupon Bonds of the 1987 Series offered in response to such notice, the Principal Trustee shall, as agent for the Company, accept such Bonds of the 1987 Series as are offered at the price or prices deemed by it most favorable to the Company, not exceeding the Sinking Fund Redemption Price, up to an aggregate principal amount not exceeding the aggregate principal amount of unregistered coupon Bonds of the 1987 Series to be retired pursuant to the provisions of *subdivision (b)* of this Section. The Principal Trustee shall notify the Company of the principal amount of all such Bonds of the 1987 Series so accepted for purchase and the respective prices to be paid therefor including accrued interest, and on the next Sinking Fund Payment Date the Principal Trustee shall, provided the Company shall deposit with the Principal Trustee funds sufficient therefor, purchase such Bonds of the 1987 Series so accepted, upon presentation and surrender thereof to the Principal Trustee, at such respective prices.

If forty (40) days before the next Sinking Fund Payment Date there shall not have been offered in response to such notice and accepted, at prices not exceeding the Sinking Fund Redemption Price, unregistered coupon Bonds of the 1987 Series equal in aggregate principal amount to the aggregate principal amount of such unregistered coupon Bonds of the 1987 Series to be retired pursuant to the provisions of *subdivision (b)* of this Section, then in such event unregistered coupon Bonds of the 1987 Series equal in aggregate principal amount to the sum by which the aggregate principal amount so to be retired exceeds the total aggregate principal amount of Bonds of the 1987 Series so accepted shall be drawn by the Principal Trustee by lot in any manner deemed by the Principal Trustee to be fair and proper, and it shall forthwith give the Company notice to that effect specifying the numbers of the Bonds of the 1987 Series so drawn.

The Company, upon receipt of such notice from the Principal Trustee, shall forthwith give notice of intention to redeem such unreg-

istered coupon Bonds of the 1987 Series by publication in at least one daily newspaper of general circulation regularly published in the English language in the City of Chicago, Illinois, and one daily newspaper of general circulation regularly published in the Borough of Manhattan, The City of New York, once a week for two (2) successive calendar weeks, in each case upon any day of the week and in any such newspaper, but the publication in the first calendar week to be made not less than thirty (30) and not more than thirty-five (35) days prior to the next succeeding Sinking Fund Payment Date. Such notice shall state (i) the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), (ii) the place of redemption (which shall be the main office of the Principal Trustee in the City of Chicago, Illinois), (iii) the Sinking Fund Redemption Price, (iv) the numbers of the unregistered coupons Bonds of the 1987 Series to be redeemed and (v) that on the date fixed for redemption interest on such Bonds of the 1987 Series shall cease. Proof in form satisfactory to the Principal Trustee of the publication of such notice as hereinabove provided shall be furnished to the Principal Trustee by the Company on or before such Sinking Fund Payment Date.

Neither the failure to publish notice of the intention of the Company to redeem unregistered coupon Bonds of the 1987 Series as provided in this *subdivision (c)* of this Section nor any imperfection or defect in such notice shall affect the validity of the proceedings for redemption of the registered Bonds of the 1987 Series then being redeemed.

(d) In case the Company shall fail to give to the Principal Trustee evidence to its satisfaction that notice of call for redemption as in this Article provided will be given, the Principal Trustee may, at the expense of the Company, give such notice with the same effect as if such notice had been given by the Company as hereinbefore required.

(e) Subject to the provisions of Section 9(a) of this Article, all Bonds of the 1987 Series purchased, redeemed or retired under the

provisions of this Article and the appurtenant coupons (if any) shall forthwith be cancelled, and the Principal Trustee shall note on its records the fact of such cancellation and shall deliver the Bonds of the 1987 Series so cancelled to or upon the written order of the Company.

Bonds so purchased, redeemed or retired shall not thereafter, so long as any Bonds of the 1987 Series are outstanding, be made the basis for the issue of bonds, or the withdrawal of cash, or the taking of a credit under any of the provisions of the Indenture.

(f) Notice of redemption having been given in the manner hereinabove provided, the Bonds of the 1987 Series (or the specified portions of registered Bonds of the 1987 Series without coupons) so to be redeemed shall, on the Sinking Fund Payment Date designated in such notice, become due and payable at the Sinking Fund Redemption Price; and from and after such Sinking Fund Payment Date so designated interest on the Bonds of the 1987 Series so called for redemption (or in the case of a partial redemption of a registered Bond of the 1987 Series without coupons, on the portion thereof to be redeemed) shall cease to accrue, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price. All interest coupons, if any, appurtenant to the Bonds of the 1987 Series so called for redemption, maturing subsequent to the date so designated for redemption, shall be null and void, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price. In the case of a coupon Bond of the 1987 Series, the interest due on the date of redemption and the interest which shall have become due prior to the redemption date shall continue to be payable (but without interest thereon, unless the Company shall make default in the payment thereof upon demand) to the respective bearers of the coupons therefor, upon the presentation and surrender thereof.

## ARTICLE IV.

## Dividends and Similar Distributions and Other Covenants.

SECTION 1. The Company hereby covenants that, so long as any of the Bonds of the 4 $\frac{7}{8}$ % Series due 1987 shall remain outstanding, the covenants and agreements of the Company set forth in §4.10 and §4.11 of the Original Indenture, as heretofore supplemented, shall be and remain in full force and effect, and be duly observed and complied with by the Company, irrespective of whether or not any First Mortgage Bonds, 3 $\frac{1}{2}$ % Series due 1969, shall then remain outstanding.

SECTION 2. The Company hereby covenants that, so long as any Bonds of the 4 $\frac{7}{8}$ % Series due 1987 are outstanding, no bonds of any other series which have been purchased, redeemed or retired through the operation of, or have been made the basis of a credit under, any sinking, maintenance, improvement or other fund applicable to the bonds of such other series shall be made the basis for the issue of bonds or the withdrawal of cash or the taking of a credit under any of the provisions of the Indenture.

## ARTICLE V.

## The Trustees.

The Trustees accept the trusts created by this Supplemental Indenture upon the terms and conditions hereof, and agree to perform such trusts upon the terms and conditions in the Original Indenture, as heretofore supplemented, and in this Supplemental Indenture set forth. In general, each and every term and condition contained in *Article 13* of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

**ARTICLE VI.****Miscellaneous Provisions.**

SECTION 1. The Original Indenture, as heretofore supplemented, is in all respects ratified and confirmed, and the Original Indenture, this Supplemental Indenture and all other indentures supplemental to the Original Indenture shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Original Indenture, as heretofore supplemented, on any of the property subject thereto, and such lien shall remain in full force and effect as security for all bonds now outstanding or hereafter issued under the Indenture. All covenants and provisions of the Original Indenture, except as modified by this Supplemental Indenture and all other supplemental indentures, shall continue in full force and effect, and this Supplemental Indenture shall form part of the Original Indenture. All terms defined in Article 1 of the Original Indenture, as heretofore supplemented, shall, for all purposes of this Supplemental Indenture, have the meanings therein specified, unless the context otherwise requires.

SECTION 2. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, The Empire District Electric Company, party of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf; and Harris Trust and Savings Bank and First National Bank of Joplin, parties of the second part, have each caused its corporate name to

be hereunto affixed, and this instrument to be signed by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf, all as of the day and year first above written.

THE EMPIRE DISTRICT ELECTRIC COMPANY  
(CORPORATE SEAL)

By F. H. SHELTON  
*Vice President.*

Attest:

M. E. WHITAKER  
*Secretary.*

Signed, sealed and delivered by THE EMPIRE  
DISTRICT ELECTRIC COMPANY in the pres-  
ence of:

G. M. HARVEY

D. T. BOYD

HARRIS TRUST AND SAVINGS BANK,  
as Trustee  
(CORPORATE SEAL)

By F. O. MANN  
*Vice President.*

Attest:

G. N. ASKEW  
*Assistant Secretary.*

Signed, sealed and delivered by HARRIS TRUST  
AND SAVINGS BANK in the presence of:

H. O. PALM

MARY E. DEAROLPH

FIRST NATIONAL BANK OF JOPLIN,  
as Trustee

(CORPORATE SEAL)

By GUY MCHENRY  
*Vice President.*

Attest:

L. R. REYNOLDS, JR.  
*Assistant Secretary.*

Signed, sealed and delivered by FIRST NATIONAL  
BANK OF JOPLIN in the presence of:

VIRGINIA SCHERER

JOSEPHINE FERRIS

STATE OF MISSOURI, }  
COUNTY OF JASPER, } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 1st day of June, 1957, before me, a Notary Public in and for the County and State aforesaid, personally appeared F. H. SHELTON, Vice President of The Empire District Electric Company, a Kansas corporation, and M. E. WHITAKER, Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said The Empire District Electric Company, one of the makers thereof, to the foregoing instrument as its Vice President and Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said F. H. SHELTON and M. E. WHITAKER, being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time respectively Vice President and Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official notarial seal at my office in said County and State the day and year last above written.

My term expires April 7, 1961.

NANCY O'BRYANT  
*Notary Public.*

(NOTARIAL SEAL)



STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.:

BE IT REMEMBERED, and I do hereby certify, that on the 3rd day of June, 1957, before me, a Notary Public in and for the County and State aforesaid, personally appeared F. O. MANN, Vice President of Harris Trust and Savings Bank, an Illinois corporation, and G. N. ASKEW, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said Harris Trust and Savings Bank, one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said F. O. MANN and G. N. ASKEW, being each duly sworn by me, severally deposed and said: that they reside at Bannockburn and Downers Grove, Illinois, respectively; that they were at that time respectively Vice President and Assistant Secretary of said corporation; that they know the corporate seal of said corporation and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said County and State the day and year last above written.

My term expires November 29, 1959.

LOIS M. ANDRES  
*Notary Public.*

(NOTARIAL SEAL)

STATE OF MISSOURI, }  
COUNTY OF JASPER, } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 1st day of June, 1957, before me, a Notary Public in and for the County and State aforesaid, personally appeared GUY McHENRY, a Vice President of First National Bank of Joplin, a corporation organized under the laws of the United States of America, and L. R. REYNOLDS, JR., an Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said First National Bank of Joplin, one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said GUY McHENRY and L. R. REYNOLDS, JR., being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time respectively Vice President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said County and State the day and year last above written.

My term expires April 16, 1961.

CHARLOTTE WARREN  
*Notary Public.*

(NOTARIAL SEAL)

